

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

DVH COMPANIES, INC.,	§	
D/B/A SOUTHWEST WHEEL COMPANY,	§	
AND D/B/A ETRAILERPART.COM,	§	
	§	
Plaintiff,	§	CIVIL ACTION NO. 3-06-CV2084-P
vs.	§	-ECF
	§	
BROPFS CORPORATION,	§	
D/B/A ETRAILER.COM,	§	
Defendant.	§	

**STIPULATION OF DISMISSAL**

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, Plaintiff/Counter-Defendant DVH Companies, Inc., d/b/a Southwest Wheel Company, and d/b/a etrailerpart.com ("Southwest Wheel"), and Defendant/Counter-Plaintiff Bropfs Corporation, d/b/a etrailer.com ("Bropfs"), collectively the "Parties", jointly stipulate that:

1. Plaintiff and Defendant have executed a Compromise Settlement Agreement and Mutual Release, dated February 25, 2008 (the "Agreement") resolving the claims asserted or assertable by the Parties in this cause.

2. Plaintiff and Defendant accordingly stipulate and agree that all claims and causes of action asserted or assertable by Plaintiff against Defendant by its Complaint, and all claims and causes of action asserted or assertable by Defendant against Plaintiff by its Counterclaim, in this cause, be dismissed with prejudice to their refiling pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

**STIPULATION OF DISMISSAL – Page 1**

467395

3. Plaintiff and Defendant further stipulate and agree that, notwithstanding such dismissal, the Court shall retain jurisdiction for the purpose of enforcing the terms and conditions of the Agreement.

DATED: March \_\_, 2008

Jointly submitted,

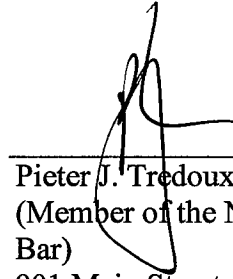


Talcott J. Franklin  
State Bar No. 2401062  
Shannon W. Conway  
State Bar No. 24052047  
Patton Boggs LLP  
2001 Ross Avenue  
Suite 3000  
Dallas, Texas 75201  
(214) 758-1500 (telephone)  
(214) 758-1550 (telecopier)

OF COUNSEL

Cathy J. Futrowsky  
Gallop, Johnson & Neuman, L.C.  
101 Constitution Avenue, N.W.  
Suite 675 East  
Washington, D.C. 20001  
(202) 682-0707 (telephone)  
(202) 682-0404 (telecopier)

*Attorneys for Defendant/Counter-  
Plaintiff Bropfs Corporation  
d/b/a etrailer.com*



Pieter J. Tredoux  
(Member of the New  
Bar)  
901 Main Street  
Suite 6300  
Dallas, Texas 75202  
(214) 712-9291 (telephone)  
(214) 712-5690 (telecopier)

and

Scott T. Griggs  
State Bar No. 24032254  
Dennis T. Griggs  
State Bar No. 08488500  
Griggs Bergen LLP  
Bank of America Plaza  
901 Main Street, Suite 6300  
Dallas, Texas 75202  
(214) 653-2400 (telephone)  
(214) 653-2401 (telecopier)

*Co-Counsel for Plaintiff/  
Counter-Defendant DVH  
Companies Inc., d/b/a  
Southwest Wheel Company,  
and d/b/a etrailerpart.com*

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

DVH COMPANIES, INC.,	§	
D/B/A SOUTHWEST WHEEL COMPANY,	§	
AND D/B/A ETRAILERPART.COM,	§	
	§	
Plaintiff,	§	CIVIL ACTION NO. 3-06-CV2084-P
vs.	§	-ECF
	§	
BROPFS CORPORATION,	§	
D/B/A ETRAILER.COM,	§	
Defendant.	§	

**ORDER OF DISMISSAL**

The Court, having considered the Stipulation of Dismissal filed by Plaintiff DVH Companies, Inc., d/b/a Southwest Wheel Company, and d/b/a etrailerpart.com ("Plaintiff"), and Defendant Bropfs Corporation, d/b/a etrailer.com ("Defendant"), finds that Plaintiff and Defendant have reached a settlement, set forth in a Compromise Settlement Agreement and Mutual Release, effective as of February 25<sup>th</sup>, 2008 (the "Agreement"), and have stipulated and agreed that all claims and causes of action asserted or assertable by Plaintiff against Defendant by its Complaint, and all claims and causes of action asserted or assertable by Defendant against Plaintiff by its Counterclaim, in this cause, be dismissed with prejudice to their refiling pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

IT IS THEREFORE ORDERED that all claims and causes of action asserted or assertable by Plaintiff against Defendant, and all claims and causes of action asserted or

assertable by Defendant against Plaintiff, in this cause be and the same hereby are dismissed with prejudice to the refiling thereof.

IT IS FURTHER ORDERED that, notwithstanding such dismissal, this Court shall retain jurisdiction for the purpose of enforcing the terms and conditions of the Agreement.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Hon. JORGE A. SOLIS  
UNITED STATES DISTRICT JUDGE

AGREED AS TO FORM AND SUBSTANCE:

  
\_\_\_\_\_  
Pieter J. Tredoux  
Counsel for Plaintiff

  
\_\_\_\_\_  
Talcott J. Franklin  
Counsel for Defendant